



AXÉ SOCIETY

for
Capoeira

NAME OF PARTICIPANT: _____

EVENT: **AXÉ SOCIETY FOR CAPOEIRA PROGRAM**

EVENT DATE: **SEPTEMBER 6 2021 - DECEMBER 18 2021**

ASSUMPTION OF RISK

I am aware that participating in the activity(ies) of Axé Society for Capoeira Program has many inherent risks, including but not limited to:

General:

- Possible vandalism, theft, damage or loss of personal property
- All possible manners of harm, injury, illness, death or property damage suffered by or resulting from:
 - o Use, misuse, non-use and failure of any equipment present on the various locations/facilities used by Axé Society for Capoeira;
 - o Travel by motor vehicle, bus or any other means of transportation to, from, or during the activity(ies);
 - o Negligence on part of Axé Society for Capoeira and its members, officers, employees, students, agents, volunteers and independent contractors;
 - o Forces of nature, or other causes.

Axé Society for Capoeira highly recommends that you consult with your physician prior to: 1) participating in any physical activities or 2) if you have any pre-existing medical conditions which may be affected by your participation in the activity(ies).

Axé Society for Capoeira Program:

Any manner of harm, injury, illness, death or property damage suffered by or resulting from:

- Contact with participants, volunteers, employees, animals, or other people
- An increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances may result in a heart attack;
- Muscular injuries such as sprains, and strains, bone injuries, fainting, chest discomfort, leg cramps and nausea;
- Heat related injuries such as, all types of burns, heat cramps, heat exhaustion, heat stroke;
- Participating in activities beyond my own abilities;
- The sudden malfunctioning of any equipment on the premises;
- Allergic reactions to the animal(s), insect(s), pollen, plant(s), and any other allergen;
- The sudden falling of structures on the premises;
- Falls from structures on the premises;
- My participation and use of equipment beyond my own abilities.

I voluntarily accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.



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Release of Liability, Waiver of claims and indemnity Agreement

In consideration of Axé Society for Capoeira permitting my participation in the Axé Society for Capoeira Program, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Axé Society for Capoeira and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as “the capoeiristas”);
2. TO RELEASE THE CAPOEIRISTAS from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Axé Society for Capoeira Program due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER’S LIABILITY ACT, RSA 2000 C. 0-4 AS AMENDED ON THE PART OF THE CAPOEIRISTAS;
_____ (Initial here that you have read paragraph 2.)
3. TO HOLD HARMLESS AND INDEMNIFY THE CAPOEIRISTAS from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the Axé Society for Capoeira Program; and
4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(ies) in which I am participating. I understand that the Capoeiristas accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.
_____ (initial here that you have read paragraph 4)
5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
6. This Waiver Shall be governed by and construed in accordance with the laws in force in the province of Alberta and the federal laws of Canada, as applicable. The courts of Alberta shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to this Event and this Waiver and the parties hereby attorn to the jurisdiction of Alberta courts.

In entering into this agreement, I am not relying upon any oral or written representation or statements made by the capoeiristas, other than what is set forth in this Agreement.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGN MAY HAVE AGAINST THE CAPOEIRISTAS.



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Signed this _____ day of _____, _____.

Signature of participant

Witness Signature (Non-Family Member)

Participant (Print)

Witness Name (Print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 4 must be initialed before the participant may participate in the activity (ies).